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16621-E

RECORDATION NO. 16621 FILED 1425
DEC 29 1989 -12 35 PM
INTERSTATE COMMERCE COMMISSION

December 29, 1989

9-303A022
RECORDATION NO. 16621-D FILED 1425
DEC 29 1989 -12 35 PM
INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Supplement No. 2, dated as of December 31, 1989, is a secondary document, the primary document to which it is connected is recorded under Recordation No. 16621. The names and addresses of the parties to such document are as follows:

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Burlington Northern Railroad Company
777 Main Street
Fort Worth, Texas 76102

The second document, Security Agreement and Trust Indenture Supplement No. 2, dated as of December 31, 1989, is a secondary document, the primary document to which it is connected is recorded under Recordation No. 16621-B. The names and addresss of the parties to such document are as follows:

CT. Haggler
[Signature]

Office of the Secretary
December 29, 1989
Page 2

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21203

A description of the equipment covered by each of these documents is set forth in Appendix A attached hereto.

A short summary of the documents to appear in the index follows:

Lease Supplement No. 2, dated as of December 31, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Burlington Northern Railroad Company, as Lessee, as supplement to the Equipment Lease Agreement dated as of November 1, 1989 between First Security Bank of Utah, National Association, not in its individual capacity except, as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Burlington Northern Railroad Company as Lessee, which was filed with the ICC on November 22, 1989, and recorded under recordation number 16621.

Security Agreement and Trust Indenture Supplement No. 2, dated as of December 31, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, as supplement to the Security Agreement and Trust Indenture, dated as of

THELEN, MARRIN, JOHNSON & BRIDGES

Office of the Secretary
December 29, 1989
Page 3

November 1, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Identure Trustee, which was filed with the ICC on November 22, 1989, and recorded under recordation number 16621-B.

A filing fee of \$30.00 is enclosed. Please return one stamped original copy to the undersigned.

Very truly yours

THELEN, MARRIN, JOHNSON & BRIDGES


David P. Graybeal

Enclosures

RECORDATION NO. 16621-E FILED 1989

DEC 29 1989 - 12 33 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT AND TRUST INDENTURE

SUPPLEMENT NO. 2

Dated as of December 31, 1989

Between

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION,
as Owner Trustee under each of
BN Trust No. 89-1, BN Trust No. 89-2,
BN Trust No. 89-3, BN Trust No. 89-4, and BN Trust No. 89-5

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity,
except as expressly so stated herein,
but solely as Indenture Trustee

Filed with the Interstate Commerce Commission

Pursuant to 49 U.S.C. §11303

On December __, 1989, at _____ m.

Recordation Number _____

SECURITY AGREEMENT AND TRUST INDENTURE
SUPPLEMENT NO. 2

SECURITY AGREEMENT AND TRUST INDENTURE SUPPLEMENT NO. 2 (this "Indenture Supplement") dated as of December 31, 1989, between First Security Bank of Utah, National Association, a national banking association, not individually but solely as Owner Trustee (the "Owner Trustee") under each of BN Trust No. 89-1, BN Trust No. 89-2, BN Trust No. 89-3, BN Trust No. 89-4 and BN Trust No. 89-5 and Mercantile-Safe Deposit and Trust Company, a Maryland trust company not in its individual capacity but solely as indenture trustee (the "Indenture Trustee").

W I T N E S S E T H:

The Security Agreement and Trust Indenture dated as of November 1, 1989 (herein called the "Indenture") from the Owner Trustee to the Indenture Trustee, provides for the execution and delivery of an Indenture Supplement thereto substantially in the form hereof, which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and shall specifically grant a security interest in such Equipment;

The Owner Trustee in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the equal and pro rata payment of both the principal of and interest and premium, if any, upon all Loan Certificates at any time outstanding under the Indenture according to their tenor and effect, and to secure the payment of all other Secured Indebtedness and the performance and observance of all the covenants and conditions contained in the Loan Certificates, the Indenture and the Participation Agreement, does hereby convey, warrant, mortgage, assign, pledge and grant unto the Indenture Trustee, its successors in trust and assigns, forever, for the ratable use and benefit of the holders of the Loan Certificates, a security interest in, all right, title and interest of the Owner Trustee in the Equipment (described in Schedule 1 attached hereto), as the same is now and will hereafter be constituted, whether now owned by the Owner Trustee or hereafter acquired, leased or to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment together with all the rents, issues, income, profits and avails thereof, subject, however, to the interest of the Lessee under the Lease.

TO HAVE AND TO HOLD the aforesaid property unto the Indenture Trustee, its successors and assigns forever, upon the terms and conditions set forth in the Indenture for the equal and proportionate benefit, security and protection of all present and future holders of the Loan Certificates.

This Indenture Supplement shall be construed in connection with and as part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Indenture Supplement may refer to the "Security Agreement and Trust Indenture dated as of November 1, 1989" or the "Indenture" without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement unless the context shall otherwise require.

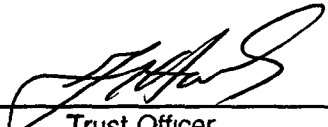
Section 1.1. Counterparts. This Indenture Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture Supplement.

Section 1.2. Governing Law. This Indenture Supplement shall be construed in accordance with any governed by the laws of the State of New York.

Section 1.3. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Indenture Supplement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be executed, and the Indenture Trustee in evidence of its acceptance of the trusts hereby created, has caused this Indenture Supplement to be executed on its behalf by one of its duly authorized officers.

FIRST SECURITY BANK OF UTAH, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee under each Trust No.
89-1, 2, 3, 4, and 5

By 
Its: Trust Officer
AS OWNER TRUSTEE

(SEAL)

MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, not in its individual capacity
but solely as indenture trustee

Attest: _____
Name: _____
Title: Assistant Corporate
Trust Officer

By _____
Its: _____
AS INDENTURE TRUSTEE

This Indenture Supplement shall be construed in connection with and as part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Indenture Supplement may refer to the "Security Agreement and Trust Indenture dated as of November 1, 1989" or the "Indenture" without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement unless the context shall otherwise require.

Section 1.1. Counterparts. This Indenture Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture Supplement.

Section 1.2. Governing Law. This Indenture Supplement shall be construed in accordance with any governed by the laws of the State of New York.

Section 1.3. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Indenture Supplement nor shall they affect its meaning, construction or effect.


IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be executed, and the Indenture Trustee in evidence of its acceptance of the trusts hereby created, has caused this Indenture Supplement to be executed on its behalf by one of its duly authorized officers.


FIRST SECURITY BANK OF UTAH, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee under each Trust No.
89-1, 2, 3, 4, and 5

By _____
Its: _____
AS OWNER TRUSTEE

(SEAL)

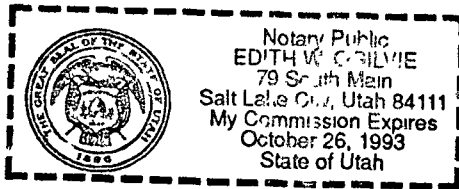
MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, not in its individual capacity
but solely as indenture trustee

Attest: 
Name: J.A. Adams
Title: Assistant Corporate
Trust Officer

By 
Its: _____
VICE PRESIDENT
AS INDENTURE TRUSTEE

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 15th day of December, 1989, before me personally appeared Greg A. Hawley, to me personally known, who being by me duly sworn, says that he is a Trust Officer of First Security Bank of Utah, National Association, that said instrument was signed and sealed on December 15, 1989 on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(SEAL)

Edith W Gilbre
Notary Public

My commission expires:

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 19____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on _____, 19__ on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires:

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 19____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of First Security Bank of Utah, National Association, that said instrument was signed and sealed on _____, 19____ on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires:

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

On this 19th day of December, 1989, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on _____, 19____ on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

My commission expires: 7/1/90

Notary Public

Linda Lee Kelly

Schedule 1

	<u>Size and Type of Equipment</u>	<u>Number of Units</u>	<u>Reporting Marks</u>
<u>Group A Equipment</u>			
	New 3800 HP Model SD-60M Locomotives	9	BN 9200 thru BN 9208, both inclusive
<u>Group B Equipment</u>			
	GP 39-2 Locomotives	4	BN 2826, BN 2827, BN 2829, and BN 2832
	GP 40-2 Locomotives	4	<i>BN 3517, BN 3521 BN 3522, BN 352</i>
<u>Group C Equipment</u>		None	
<u>Group D Equipment</u>			
	New Bi-Level Auto Racks	100	BN 20210 thru BN 20309, both inclusive